

ScanSoft, Inc. v. Voice Signal Technologies, Inc.**Comparison of Complaint and Amended Complaint**

Amended Complaint	Complaint
Par. 1	Identical to Par. 1.
Par. 2	Identical to Par. 2.
Par. 3	Identical to Par. 3.
Par. 4	Identical to Par. 4.
Par. 5	Identical to Par. 5.
Par. 6	Identical to Par. 6.
Par. 7	Identical to Par. 7.
Par. 8	Identical to Par. 8.
Par. 9	Identical to Par. 9.
Par. 10	Identical to Par. 10.
Par. 11	Identical to Par. 11.
Par. 12	Identical content to Par. 12; virtually identical wording (Amended Complaint deletes reference to L&H acquisition date; adds generalized description of L&H technologies from Par. 13 of the Complaint).
Par. 13	Amended Complaint references the date of the L&H acquisition (formerly contained in Par. 36).
Par. 14	Identical to first sentence of Par. 12 (ScanSoft name substituted for L&H).
Par. 15	Identical to Par. 14
Par. 20	Identical to Par. 53
Par. 21	Identical to Par. 54
Par. 22	Identical to Par. 17 (with addition of one sentence from Par. 18).
Par. 23	Same content as Par. 18, but condensed, and rephrased.
Par. 24	Same content as Par. 20 and 37, slightly rephrased.
Par. 25	Several smaller paragraphs combined into one large paragraph – same content (and often same sentences) as Par. 22, 39, 40, 41 and 51.
Par. 26	Same content as Par. 43, but reference to “Employment Agreements” omitted.
Par. 27	Identical to Par. 45 (but last sentence of 45 deleted).

Par. 28	Several smaller paragraphs combined into one large paragraph – same content (and many of the same sentences) as Par. 46, 47, 48, 49, 50 and 51.
Par. 29	Same content as Par. 55 and 58.
Par. 30	Same content as Par. 59.
Par. 31	Same content as Par. 59 (Amended Complaint adds allegation concerning VST's technical capabilities).
Par. 32	Same content as Par. 60.
Par. 34	Same content as Par. 1 (Amended Complaint adds allegation that ScanSoft assisted in the development of litigation strategy in the L&H/VST litigation).
Par. 36	Same content as Par. 16 (reference to L&H technology development deleted).
Par. 37	Same content as Par. 53.
Par. 38	Identical to Par. 54 ("has taken precautions" changed to "takes precautions").
Par. 39	Same content as Par. 70, except Amended Complaint alleges, on information and belief, that defendants are continuing to use L&H trade secrets. Complaint alleged that Defendants had "used and disclosed" trade secrets.
Par. 41	Identical to Par. 62.
Par. 42	Identical to Par. 63.
Par. 43	Identical to Par. 64.
Par. 44	Identical to Par. 65.
Par. 45	Identical to Par. 66.
Par. 46	Identical to Par. 67.
Par. 47	Identical to Par. 68 ("restrictive covenants and ongoing obligations" added in place of "ongoing obligations").
Par. 48	Identical to Par. 69 ("restrictive covenants and ongoing obligations" added in place of "ongoing obligations").
Par. 49	Same content as Par. 70 (reference to previous allegation added; "continue to use and disclose..." added in place of "used and disclosed...").
Par. 50	Identical to Par. 71.

Par. 51	Identical to Par. 72.
Par. 52	Identical to Par. 73.
Par. 53	Identical to Par. 74.
Par. 54	Identical to Par. 75.
Par. 55	Identical to Par. 76.
Par. 56	Identical to Par. 77.
Par. 57	Identical to Par. 78.
Par. 59	Identical content as Par. 80 (“to breach their employment obligations and covenants” replaced with “to breach their fiduciary obligations and restrictive covenants”).

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